

**NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY  
RESIDENTIAL REHABILITATION GRANT PROGRAM**

**GRANT AGREEMENT**

THIS GRANT AGREEMENT (the "Agreement") is made and entered into as of June 9, 2022, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "NMCRA"), having an address at 735 N.E. 125<sup>th</sup> Street, Suite 100, North Miami, Florida 33161, and **FLORIDA DUVERGER** (the "Grantee") having an address at 12540 NW 8 Avenue, North Miami, FL 33168.

**R E C I T A L S**

1. As part of its Residential Rehabilitation Program the NMCRA shall provide (i) Single-Family Home Beautification grants up to Twenty Thousand and No/100 Dollars (\$20,000) for improvements to owner occupied single-family homes; (ii) Rental Home Beautification grants up to Twenty Thousand and No/100 Dollars (\$20,000), with a 70/30 match requirement, for improvements to owner leased single-family homes; (iii) Multi-Unit Improvement grants up to Thirty Thousand and No/100 Dollars (\$30,000), with a 60/40 match requirement, for improvements to multi-unit lease properties; and (iv) Paint Up grants up to Five Thousand and No/100 Dollars (\$5,000) for Single-Family homes and up to Seven Thousand Five Hundred and No/100 Dollars (\$7,500) for Multi-Unit dwellings up to four (4) units, with a 60/40 match requirement from the property owner, utilizing the services of a qualified paint contractor from the NMCRA list of approved contractors.

2. The Grantee is the owner of the real property as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property") with the address 12540 NW 8 Avenue, North Miami, Florida 33168, and Grantee has applied to the NMCRA for a Residential Rehabilitation Grant in the amount of \$20,000.00, for the purpose of making improvements at the Property that will show visible improvements or positively affect the quality of life of the Grantee's tenants and the community (the "Project").

3. The NMCRA has approved an award to the Grantee of a Residential Rehabilitation Grant in the amount of TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) (the "Grant") to be utilized in accordance with the terms and conditions of this Agreement and the Program Guidelines promulgated by the NMCRA.

4. The Grantee desires to accept the Grant subject to the terms, conditions, and restrictions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

**Section 1. Program Guidelines.** The terms and provisions of the Program Guidelines as more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof are incorporated into this Agreement and the Grantee agrees to abide by such terms and provisions.

In the event of any conflict between the Program Guidelines and this Agreement, the terms and provisions of this Agreement shall control with the understanding that any terms in the Program Guidelines that are not addressed in this Agreement shall nevertheless be applicable.

**Section 2. Disbursement of Grant.** Simultaneously upon the full execution and delivery of this Agreement, the NMCRA shall disburse the Grant to the Grantee. The Grantee agrees to use the Grant solely for the purposes set forth in the Program Guidelines subject to and in accordance with this Agreement. Grantee shall provide the NMCRA with copies of any and all documentation required by the Program Guidelines and otherwise requested by the NMCRA from time to time.

**Section 3. Records, Audits, Monitoring and Review.** The Grantee shall maintain complete and accurate records and receipts of all costs and expenses incurred in connection with the Grant. Upon the request of the NMCRA, all such records and receipts of the Grantee which relate to the Grant shall be available for inspection, audit and copy by the NMCRA or any of its authorized representatives at all reasonable times during normal business hours. The Grantee's records and receipts shall be maintained or caused to be maintained for a period of five (5) years following Final Completion.

**Section 4. Breach of Agreement; Remedies.**

4.1 **Breach.** A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (b) the Grantee fails to submit or submits incorrect or incomplete documents required by the Program Guidelines, (c) the Grantee refuses or fails to allow the Project to commence within thirty (30) days from the Grant award; (d) the Grantee refuses or fails to allow reasonable access to complete the Project after commencement; (e) the Grantee refuses to authorize payments associated with the project which have been deemed payable by NMCRA staff; (f) an event of default occurs as specified in the mortgage, promissory note, or lapse in insurance; (g) the Grantee sells or otherwise conveys the Property within the five (5) year maintenance period; (h) the Grantee discriminates in violation of any applicable local law; (i) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (j) the Grantee fails to perform or improperly performs any of its obligations set forth in this Agreement; and/or (k) Grantee defaults in its obligations under any other agreements entered into between the NMCRA and/or the City of North Miami and Grantee.

4.2 **Remedies.** Immediately upon the breach of this Agreement by Grantee as set forth in Section 4.1 above, in addition to all rights and remedies available at law or in equity and as may be set forth herein, the NMCRA may also (a) seek reimbursement of the Grant or any portion thereof paid to the Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the NMCRA and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination including, but not limited to, attorneys' fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys' fees provision.

4.3 **Security Interest.** In order to secure Grantee's obligations to reimburse and/or repay the Grant as required by this Agreement, Grantee hereby pledges, grants, conveys, and assigns to the NMCRA a continuing lien and security interest upon the Collateral (as defined below). Grantee represents and warrants to the NMCRA that, upon the filing and recording of UCC financing

statements with the Florida Secured Transactions Registry and Miami-Dade County, respectively, the lien granted pursuant to this Agreement will constitute a valid, perfected lien on the Collateral, enforceable as such against all creditors of Grantee and second in priority only to any institutional lenders identified in writing by Grantee to the NMCRA at the time of execution of this Agreement. Upon satisfaction in full of Grantee's obligations hereunder, the NMCRA's security interest under this Agreement shall terminate and the NMCRA shall execute and deliver to the Grantee a UCC-3 termination statement or similar documents and agreements to terminate all of the NMCRA's security interest rights under this Agreement. For purposes of this Agreement, "Collateral" shall mean the Property. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Florida Revised Uniform Commercial Code - Secured Transaction, Chapter 679, Florida Statutes (2020) or as incorporated therein by reference therein.

**Section 5. Indemnification by Grantee.** The Grantee hereby covenants and agrees to indemnify and hold harmless the NMCRA and its Board Members, employees, attorneys and agents from and against all liability, losses, or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the NMCRA and its Board Members, employees, attorneys and agents may suffer as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the acts or omission of Grantee or its employees, agents, servants, partners, principals, or subcontractors.

**Section 6. Notices.** All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Agreement (collectively called “Notices”) shall be in writing and given by (a) hand delivery, (b) recognized express overnight delivery service, (c) certified or registered mail, return receipt requested, or (d) facsimile and shall be deemed to have been delivered upon (i) receipt, if hand-delivered, (ii) the next Business Day, if delivered by express overnight delivery service, (iii) if sent by certified or registered mail, return receipt requested the day evidenced by the return receipt or the day delivery is refused; or (iv) transmittal, if sent on a business day by facsimile and if sent by facsimile on a day other than a business day, on the first business day following transmittal.

CRA: Gayle S. McDonald, Interim Executive Director  
North Miami Community Redevelopment Agency  
735 N.E. 125<sup>th</sup> Street, Suite 100  
North Miami, Florida 33161  
Telephone No. (305) 895-9839  
Facsimile No. (305) 895-9822

Copy to: Steven W. Zelkowitz, Esq., CRA Attorney  
Spiritus Law LLC  
2525 Ponce De Leon Boulevard, Suite 1080  
Coral Gables, Florida 33134  
Telephone No. (305) 224-1003  
Facsimile No. (305) 204-9129

Grantee: Florida Duverger  
12540 NW 8 Avenue  
North Miami, Florida 33168  
Telephone No. (786)571-2105

**Section 7. Inspections.** At any time during normal business hours, the NMCRA or any of its agents, shall have the right to enter the property, to examine the same for purpose of ensuring Grantee's compliance with the terms and provisions of this Agreement. NMCRA staff will monitor progression of the Project through photo and video documentation. After the Project is complete, NMCRA staff will monitor the status of the property for the required five (5) years and will follow the monitoring procedures in the NMCRA's Standard Operating Procedure.

**Section 8. Miscellaneous.**

8.1 Compliance with Laws. The Grantee agrees to comply with all applicable federal, state, county, and city laws, rules, and regulations.

8.2 Modifications. Any amendments, variations, modifications, extensions, or waivers of provisions of this Agreement shall only be valid if in writing and signed by the NMCRA and the Grantee.

8.3 Extent of Agreement. This Agreement represents the entire and integrated agreement between the NMCRA and the Grantee and supersedes all prior negotiations, representations, or agreements, either written or oral.

8.4 Publicity. It is understood and agreed between the Parties that this Grantee is receiving funds by the NMCRA. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the NMCRA as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements, and signs recognize the NMCRA for the support of all contracted activities. Grantee shall permit a sign to be placed upon the Property by the NMCRA relative to this Agreement during the construction of the Project.

8.5 Third Party Beneficiaries. Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

8.6 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.

8.7 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not

be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

**8.8 Prevailing Party's Attorneys' Fees.** If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

**8.9 JURISDICTION; VENUE AND WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURT SITUATED IN MIAMI-DADE COUNTY, FLORIDA; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

*[The rest of this page intentionally left blank. Signature page to follow.]*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

**GRANTEE:**

Florida Duverger  
12540 NW 8 Avenue  
North Miami, Florida 33168  
Telephone No. (786)571-2105

By: Florida Duverger

Name: Florida Duverger

**NMCRA:**

NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY,  
a public body corporate and politic

By: Gayle S. McDonald  
Gayle S. McDonald  
Interim Executive Director

Attest:

By: Vanessa Joseph, Esq.  
Vanessa Joseph, Esq.  
CRA Secretary

Approved as to form and legal sufficiency:

By: Spiritus Law LLC  
Spiritus Law LLC  
NMCRA Attorney

## EXHIBIT A

### Legal Description of the Property



# OFFICE OF THE PROPERTY APPRAISER

## Detailed Report

Legal Description

Generated On : 11/4/2021

Property Information	
Folio:	06-2126-014-1150
Property Address:	12540 NW 8 AVE North Miami, FL 33168-2622
Owner	FLORIDA DUVERGER
Mailing Address	12540 NW 8 AVE MIAMI, FL 33168-2622
PA Primary Zone	0400 SGL FAMILY - 901-1200 SQF
Primary Land Use	0101 RESIDENTIAL - SINGLE FAMILY : 1 UNIT
Beds / Baths / Half	3 / 2 / 0
Floors	1
Living Units	1
Actual Area	1,665 Sq.Ft
Living Area	1,601 Sq.Ft
Adjusted Area	1,611 Sq.Ft
Lot Size	5,880 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2021	2020	2019
Land Value	\$82,074	\$70,493	\$55,387
Building Value	\$124,519	\$125,319	\$140,671
XF Value	\$576	\$582	\$588
Market Value	\$207,169	\$196,394	\$196,646
Assessed Value	\$100,642	\$99,253	\$97,022

Benefits Information				
Benefit	Type	2021	2020	2019
Save Our Homes Cap	Assessment Reduction	\$106,527	\$97,141	\$99,624
Homestead	Exemption	\$25,000	\$25,000	\$25,000
Second Homestead	Exemption	\$25,000	\$25,000	\$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

	2021	2020	2019
<b>County</b>			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$50,642	\$49,253	\$47,022
<b>School Board</b>			
Exemption Value	\$25,000	\$25,000	\$25,000
Taxable Value	\$75,642	\$74,253	\$72,022
<b>City</b>			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$50,642	\$49,253	\$47,022
<b>Regional</b>			
Exemption Value	\$50,000	\$50,000	\$50,000
Taxable Value	\$50,642	\$49,253	\$47,022

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 11/4/2021

## Property Information

Folio: 06-2126-014-1150

Property Address: 12540 NW 8 AVE

## Roll Year 2021 Land, Building and Extra-Feature Details

### Land Information

Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-3	0400	Front Ft.	60.00	\$82,074

### Building Information

Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1950	896	832	842	\$52,541
1	2	2010	769	769	769	\$71,978

### Extra Features

Description	Year Built	Units	Calc Value
Chain-link Fence 4-5 ft high	2014	60	\$576

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# OFFICE OF THE PROPERTY APPRAISER

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## Property Information

Folio: 06-2126-014-1150

Property Address: 12540 NW 8 AVE

## Roll Year 2020 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-3	0400	Front Fl.	60.00	\$70,493

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1950	896	832	842	\$52,541
1	2	2010	769	769	769	\$72,778

Extra Features				
Description	Year Built	Units	Calc Value	
Chain-link Fence 4-5 ft high	2014	60	\$582	

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# OFFICE OF THE PROPERTY APPRAISER

Generated On : 11/4/2021

## Property Information

Folio: 06-2126-014-1150

Property Address: 12540 NW 8 AVE North Miami, FL 33168-2622

## Roll Year 2019 Land, Building and Extra-Feature Details

Land Information					
Land Use	Muni Zone	PA Zone	Unit Type	Units	Calc Value
GENERAL	R-3	0400	Front Fl.	60.00	\$55,387

Building Information						
Building Number	Sub Area	Year Built	Actual Sq.Ft.	Living Sq.Ft.	Adj Sq.Ft.	Calc Value
1	1	1950	896	832	842	\$58,603
1	2	2010	769	769	769	\$82,068

Extra Features				
Description	Year Built	Units	Calc Value	
Chain-link Fence 4-5 ft high	2014	60	\$588	

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Version:



# OFFICE OF THE PROPERTY APPRAISER

Generated On : 11/4/2021

## Property Information

Folio: 06-2126-014-1150

Property Address: 12540 NW 8 AVE

Full Legal Description
NORTH SHORE HEIGHTS PB 40-62
LOT 14 BLK 7
LOT SIZE 60.000 X 98
OR 16399-3352 0694 1
COC 24926-3217 09 2006 5

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
09/01/2006	\$0	24926-3217	Sales which are disqualified as a result of examination of the deed
06/01/1994	\$55,900	16399-3352	Sales which are qualified
04/01/1984	\$44,500	12120-1602	Sales which are qualified
08/01/1974	\$26,000	00000-00000	Sales which are qualified

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Version:



## **EXHIBIT B**

### **Program Guidelines**



# Residential Rehabilitation Grants Guidelines

**735 NE 125 Street, Suite 100  
North Miami, FL 33161  
Phone: (305) 895-9839 | Fax: (305) 895-9822  
[www.northmiamicra.org](http://www.northmiamicra.org)**

## **North Miami CRA Residential Rehabilitation Grants Guidelines**

One of the primary objectives of a community redevelopment agency is to effectuate positive change within the targeted area through improvements of business and residential structures. To that end, the NMCRA works to transform that area into one that again contributes to the overall health of the community. This transformation occurs through the various grants and incentives initiatives listed below:

- Commercial Grants
- Public Private Partnership Developments
- Infrastructure Improvements
- Residential and Neighborhood Improvement Programs
- Affordable, Workforce, Market Rate, Luxury and Mixed Income Housing
- Affordable/Workforce Housing Development & Renovation
- Transportation and Transit Oriented Developments

### **Mandate**

While each grant program may have individual requirements, the NMCRA requires all projects abide by the following to be considered:

1. Must be within the NMCRA geographic boundary
2. Must have a visible improvement to the property or area
3. Must eliminate slum and blight
4. Must meet current NMCRA Redevelopment Plan goals and objectives
5. Must show quantifiable benefits to the community

## **Residential Rehabilitation Grants**

### **Universal Requirements:**

1. Primary property use must be residential.
2. Applicable City of North Miami/county/state licenses must be up to date for rental properties, up to four (4) units.
3. Scope of work must be clearly defined.
4. Color photos of existing and adjacent properties must be provided.
5. Owner/Operator or Applicant shall have no outstanding liens, violations, pending litigation with the City of North Miami or NMCRA or any unpaid real and/or tangible personal property taxes.
6. Applications must be completed in full, signed and submitted to be considered.
7. Applications can be completed online application at <http://northmiamicra.org/>. If online process is not possible, it may be emailed to [cragrants@northmiamifl.gov](mailto:cragrants@northmiamifl.gov) or delivered to **735 NE 125<sup>th</sup> Street, First Floor, North Miami, Florida, 33161**. All hardcopy applications must be legible to be considered.
8. Applications will not be considered for funding until a completed application and supporting documentation are received by the NMCRA.
9. Once application is submitted, NMCRA staff will review for eligibility and then schedule a meeting.
10. If rental property; owner must notify all tenants of the proposed improvements to an assisted residential property in a reasonable time prior to the initiation of the project.
11. If tenant; applicant must obtain approval from Landlord in order to participate in program, provide written authorization and execute a Landlord's certificate as provided by the NMCRA.
12. Applicants will use a licensed contractor from the NMCRA's selected list of approved contractors. NMCRA Staff reserves the right to deny any submitted cost estimates.
  - a. All cost estimates must be fully and completely itemized and detailed.
  - b. The lowest bid amount will be utilized unless otherwise approved by the NMCRA.
13. CRA staff may require additional work to be done as a condition to approval if the requested items do not show a visible impact/improvement and/or meet the NMCRA's goals.
14. Applicants must abide by all ordinances, code provisions, rules and laws of the City of North Miami, and the NMCRA, or the grant is subject to immediate forfeiture.

14. All improvements must adhere to City of North Miami Building and Zoning codes and all Federal, State and Local requirements.
15. The property must legally conform to City of North Miami regulations.
16. If more applications are received than available funds, staff will coordinate the selection via lottery. Exceptions can be made for life safety issues.
17. Grant awards are limited by funding availability.
18. Once project is complete, property owner is forbidden to make any alterations to the funded improvements without written permission of the NMCRA.
- 19. ALL WORK MUST BE APPROVED BY THE NMCRA BOARD PRIOR TO ITS START TO BE ELIGIBLE FOR REIMBURSEMENT.**

#### **AUTOMATIC DISQUALIFICATION:**

- A. Properties that have received grant assistance from the City of North Miami Housing Division within the last two years.
- B. More than one application submitted for the same property will not be considered.
- C. Properties 'for sale' or listed on the MLS will not be considered.
- D. Any work done prior to approval by the NMCRA Board does not qualify.

#### **TERMINATION OF GRANT OR FORFEITURE:**

Termination of funding and forfeiture grant can occur if:

- The applicant refuses or fails to allow the rehabilitation work to commence within thirty (30) days from contract award.
- The applicant refuses or fails to allow reasonable access to complete the rehabilitation after commencement.
- The applicant refuses to authorize payments associated with the project, which have been deemed payable by NMCRA staff.
- An event of default occurs as specified in the mortgage, promissory note or lapse in insurance.
- Applicant sells the property within the five (5) year maintenance period.

Notice shall be given to the applicant of such termination and/or forfeiture, as appropriate, with follow-up action by the CRA Attorney, for full refund of funds disbursed.

## **ELIGIBLE USES**

NMCRA funds are to be used for standard building finishes as determined by the NMCRA:

- Impact windows and doors
- Awnings & canopy
- Painting & stucco
- Roof repair or replacement ***\*(only for non-insured homeowners)***
- Safety Enhancements: security exterior lighting & fixtures; 2 per residence
- Electrical upgrades; if deemed a life safety issue
- Fence and gates
- Driveways/walkways
- Parking/surface lots
- Wells
- Landscaping and irrigation
- Flood mitigation improvements
- Energy efficient air conditioning; water heater
- Termite removal
- Sceptic to sewer conversion
- ADA enhancements to include stairs/ramps

 Other exterior improvements not listed above may be considered on a case-by-case basis

While this program is designed to perform exterior improvements, emergency interior repairs can also be included if they mitigate life safety issues including: Removal of asbestos, mold, home barriers to the disabled and/or elderly or other life safety issues as determined by the Building or Code Compliance Official.

\*Applicants requesting funding for roof repair or replacement must provide proof of insurance denial letter for coverage. If roof replacement is required, up to \$25,000 may be allocated. If the requested roof improvements are required in order to qualify for insurance coverage, a grant may be approved to fund the required improvements, provided that the property owner provides proof that a policy has been/will be purchased and will activate upon completion of roof repair or replacement project.

Costs may include other work necessary to complete the project, including: Architectural, landscape architectural or engineering fees for the preparation of construction drawings, construction supervision, permits and inspection fees.

## **GENERAL INFORMATION REQUIRED**

1. Name of applicant, co-applicant(s), and any other household members residing at the property (whether related to the property owner or not) and relationship to property owner(s).
2. Address of property and telephone number.
3. Dates of birth of applicant(s) and ages of other household members.
4. Proof of income, employment information on all household members (if applicant is unemployed, date unemployment began and type of work done before).
5. All other income for the household including but not limited to wages, salaries, pensions, social security, disability, unemployment, self-employment, rental income, alimony, child support, interest dividends, and income derived from assets.
6. Assets including but not limited to bank accounts, stocks, bonds, equity in real estate, and owned cars, boats, mobile homes, etc.
7. Legal description of the property.
8. Monthly housing expenses including mortgage payments of principal and interest where debt was incurred for housing purposes only (first, second, or other mortgage), real estate taxes, special assessments, flood insurance, fire and extended coverage insurance (hazard insurance).
9. Declaration page of current year homeowner's insurance policy. Information on flood and hazard insurance including name of insurer, agent, address, policy number, and amount and dates of coverage.
10. Government issued ID of applicant.
11. Property taxes verification.
12. Last two years (consecutive) of Federal Tax Returns, all schedules, W-2s and 1099s.
13. Current three (3) consecutive pay stubs (if applicable).
14. Custody or Adoption agreement (if applicable).
15. Alimony, Child support payment records (if applicable).
16. Warranty Deed.
17. Copies of last three (3) consecutive bank statements for each account (all pages).
18. Documentation of any other income (Award of retirement benefits, etc.)
19. Other information as required.

Staff will review insurance records for the property to determine that sufficient hazard insurance and flood insurance coverage exists that is at least equal to the total loans outstanding on the property including the NMCRA's anticipated grant and the balance of all other senior debt against the property. The insurance records shall be endorsed to include the North Miami CRA as a loss payee and a mortgagee. The property will be considered in compliance if the required insurance coverage and policy endorsements are included. If insurance coverage is not in compliance, the applicant may achieve compliance by obtaining the required coverage. Failure of the homeowner to provide the CRA with proof of insurance within one (1) year from the date of the contract will be an act of default.

## **1. Paint Up Program**

The NMCRA will provide up to \$5,000 for single-family homes utilizing the services of a qualified paint contractor, from the approved NMCRA list of contractors. The NMCRA will pay up to \$7,500 for multi dwellings up to four (4) units, with a 60/40 match requirement from property owner.

## **2. Beautification Program for Owner-Occupied Single-Family Homes**

The NMCRA will provide up to \$20,000 with no match requirement, to eligible owner-occupied homeowners. This grant is subject to 100% forgiveness, pending the successful completion of a five (5) year maintenance period on the improved property.

### **REQUIREMENTS**

1. Must be a resident of North Miami for one (1) year.
2. Proposed enhancements must show visible improvements or positively affect the quality of life of the resident and community.
3. Mortgage must be current at the time of the application.
4. Must be homesteaded property.
5. Property taxes must be current.
6. Applicant's total household income may not exceed (140%) of the area's median income as defined by Miami-Dade Housing income limit chart.
7. Property insurance must be current.

## **3. Beautification Program for Rental Homes**

The NMCRA will provide up to \$20,000 with a 70/30 match requirement, to eligible single-family homes rented. This grant is subject to 100% forgiveness, pending the successful completion of a five (5) year maintenance period on the improved property.

### **REQUIREMENTS**

1. Must be a resident of North Miami for one (1) year.
2. Proposed enhancements must show visible improvements or positively affect the quality of life of the resident and community.
3. Must provide an executed lease for at least one (1) year.
4. If tenant is applying; applicant must obtain approval from Landlord in order to participate in program, provide written authorization and execute a landlord's certificate as provided by the NMCRA.
5. Property taxes must be current.

#### **4. Multi-Unit Improvements**

Up to four (4) Units eligible for up to \$30,000 with a match 60/40 match requirement. This grant is subject to 100% forgiveness, pending the successful completion of a five (5) year maintenance period on the improved property.

#### **REQUIREMENTS**

1. All units must be rented or be rented within 6 months of improvements.
2. Proposed enhancements must show visible improvements or positively affect the quality of life of the resident and community.
3. Property taxes must be current.

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#### **CODE VIOLATION**

Properties with pending code violations are not eligible for the program, unless it is determined that the proposed scope of work includes the resolution of the code violation(s) in a manner that is deemed acceptable and appropriate in the sole discretion of the program administrator.

#### **TIME LIMITS**

Construction must start 3 months from the date of signing of the agreement between the Grantee and the Grantor and must be completed (1) year from such date. Projects must be completed by the timetable outlined in an agreement signed between the Grantor, tenant, and approved by the property owner in the case of a tenant.

#### **CONSISTENCY WITH CITY ORDINANCES AND COMPLIANCE**

Projects must comply with all City of North Miami zoning code and Building requirements. To be eligible to participate in the program, applicants must comply with all program requirements. Failure to comply with the program requirements at any time will result in the applicant being dropped from the program. The Grantor is the sole interpreter of eligibility determinations, payment amounts and compliance with program requirements. All of the Grantor's decisions are final. Projects are not officially accepted in the program until an agreement between the applicant and the Grantor is signed.

#### **MONITORING PROCESS**

Staff will monitor progression of the project through photo/video documentation, in addition to comments to the file.

After project is complete, staff will monitor the status of the property for the required five (5) years and will follow the monitoring steps outlined in the CRA SOP.

#### **PUBLICITY**

By accepting this grant the grantee shall recognize the CRA as a funding source for all the activities outlined in the application and agreement. The grantee shall ensure that any publicity, public relations, advertisements, and signs recognize the CRA for the support of all contracted activities. Grantee shall permit or shall have the Landlord agree to have a sign placed on the property by the CRA in relation to this grant.